

AGREEMENT

Between

Township of Andover

And

Fraternal Order of Police

Andover Twp. Lodge No. 177

January 1, 2012 through December 31, 2015



Revised 06/12/2012

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ARTICLE I

RECOGNITION

The Township recognizes the Fraternal Order of Police, Andover Lodge # 177 hereinafter referred to as the "Lodge", for the purposes of collective bargaining and negotiations as the exclusive representative of the Police Officers, Police Sergeants, and Police Lieutenants.

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ARTICLE V
HOURS AND OVERTIME

A. All members of the Police Department are required to work an average of seven (7) shifts per a two week basis according to a schedule approved by the Chief of Police. In times of emergency as called by the Chief of Police, all members of the department are subject to "recall" unless they are on sick leave. Said shift will be based on a twelve (12) hour day and a two thousand one hundred eighty four (2184) hour per year basis. One hundred four hours (104/ pit-time) will be paid at straight time spread equally among the twenty four (24) pay periods each year and made part of the base salary. This section may not apply to any officer appointed to special assignments such as investigation, records, traffic bureau, etc. which are approved by the Chief of Police within the overall Police Department. These positions will work an average of forty hours (40) per week on a shift basis according to a schedule approved by the Chief of Police. In times of emergency as called by the Chief, the officer is subject to "recall" unless they are on sick leave. Said shift will be based on a ten (10) hour day and a two thousand eighty (2080) hour per year basis.

B. If an Officer is ordered by the Chief of Police or his designee to respond to an emergency, he shall be paid a minimum of three (3) hours at the rate of one-and-one-half (1 ½) times his regular straight-time rate, which shall be in the form of equal compensatory time or pay as determined by the Officer.

C. All other authorized overtime work not covered in Section B shall be at the rate of one-and-one-half (1 ½) times regular straight-time rate for each hour actually worked.

D. In the event an Officer is required to appear in court during off-duty hours in connection with job-related cases, he shall receive minimum compensatory time of four-and-one-half (4 ½) hours or one-and-one-half (1 ½) times the regular straight-time rate for a minimum of three (3) hours or anything over, if applicable, if there are available monies in the "overtime" budget for the Police Department. If funds are not available, he shall receive same in compensatory time, pursuant to the provisions of 29 U.S.C. Section 207 (Federal Fair Labor Standards Act), as presently in effect.

E. In the event an Officer receives compensation from any litigants in civil legal proceeding other than subpoena money (mileage), the Officer shall be entitled to either the monies received or a

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HOURS AND OVERTIME (continued)

minimum of three (3) hours of pay at one-and-one-half (1 ½) times the regular straight-time pay, whichever is greater. If the monies received for the minimum of the three (3) hours compensatory time at the one-and-one-half (1 ½) times the regular straight-time pay is greater than the monies received from the litigant, there shall be deducted from same any sums received from the litigant. In the event a Township vehicle is used for court appearances and the Officer has received subpoena monies, said monies shall be turned over to the Township.

F. All overtime will be paid to an Officer at the rate of one-and-one-half (1 ½) times his/hers regular straight-time rate which shall be in the form of equal compensatory time or pay as determined by the Officer. Eligible members of the FOP shall receive overtime from an overtime bank which shall be calculated as the lesser of \$60,000 or 5% of the membership's base salary and wages budget. This calculation shall not include the Chief of Police salary or any other member of the police department that is not covered by this Agreement. Once this overtime bank has been exhausted, eligible officers shall receive compensatory (comp) time. For the purpose of calculating overtime, earned time off such as Holidays, Vacation Days, Personal Days, Sick Time, and Compensatory Time will be considered as time worked.

G. Prior to January 1, 2008, all earned holiday, vacation, personal, sick and compensatory time shall be computed on a 10 hour basis; thereafter such time shall be computed on a 12 hours basis according to each officer's assigned work schedule.

ARTICLE VI
HOLIDAYS

A. The following holidays shall be recognized for all Officers:

1. **New Year's Day**
2. **Washington's Birthday**
3. **Good Friday**
4. **Memorial Day**
5. **Independence Day**
6. **Labor Day**
7. **Veteran's Day**
8. **Thanksgiving Day**
9. **Day following Thanksgiving**
10. **Christmas**
11. **General Election Day**
12. **Lincoln's Birthday**
13. **Martin Luther King Day**
14. **Easter**

B. Holiday pay will be computed at the individual officer's present straight time rate. All Officers shall receive holiday pay whether they are scheduled to work or not. Computation of holiday pay shall be based upon a twelve (12) hour day effective January 1, 2008.

Computation will be computed prior to November 1st each year for payments to Officers per the above schedule, and shall appear in a separate paycheck given at the time that the first regular paycheck of November is issued.

C. Holidays shall be taken in accordance with schedule established by the Chief of Police.

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ARTICLE VII
PERSONAL DAYS

A. Police personnel covered by the terms and conditions of this Agreement are granted a maximum of three (3) personal days provided that such personal days are approved for use by the Chief of Police or his designee, during each calendar year. Personal days are not cumulative; that is, personal days cannot be carried over into the following year.

B. Requests for Personal Days shall be made in writing to the Chief of Police or his designee not less than two (2) working days in advance of the personal day being requested, except in cases of emergency. Personal days for Police Officers in their first year of employment shall be prorated.

C. During the first year of employment, personal days are earned, and are not immediately granted upon commencement of employment.

D. No personal days shall be denied except in times of emergency as declared by the Chief of Police or his designee.

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ARTICLE VIII

VACATION

A. Annual vacation leave shall be granted with pay for vacation purposes during each calendar year in accordance with the following schedule from the anniversary date of original appointment:

LENGTH OF EMPLOYMENT

VACATION LEAVE

Up to 1 year of service

One working day for each month of employment

After one year & up to completion of 5 years of service

12 working days

After 5 years & up to completion of 10 years service

15 working days

After 10 years & up to completion of 15 years of service

18 working days

After 15 years & up to completion of 20 years of service

20 working days

After completion of 20 years of service add one working day per year.

- B. Vacation leave must be taken during the calendar year at such times permitted or directed by the Township, and request for leave may be denied if the Township determines that such leave cannot be taken after all available resources have been exhausted in an effort to cover an open shift by contacting each off-duty officer available in order to cover said open shift. Any unused vacation leave may be accrued and carried forward into the following year.
- C. Unused vacation leave shall be paid to the estate of a deceased employee [see NJAC 4A:6-1.2(i)]. This article is to include, but not restricted to the Andover Township Employee Policy and Procedures Manual under Article VIII titled "Leaves of Absences" under "Vacation" #7.

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ARTICLE IX
SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees or full-time professional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave shall be used by an employee who, through sickness or injury, becomes incapacitated to the extent that it is impossible or highly impracticable for him to perform the duties of his position. Sick leave may also be used by an employee who is quarantined by a physician because the employee has been exposed to a contagious disease. Sick leave may be used for periods not exceeding five (5) days for the required absence of the employee to care for a member of the immediate family who is seriously ill. For the purposes of this Article, "immediate family" shall be defined as father, mother, wife, husband, the employee's children, brother, sister, mother-in-law, father-in-law, sister-in-law, or brother-in-law. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness. This Article is to include, but not be restricted to, Andover Township Ordinance # 5-9.1, the provisions of which are incorporated herein by reference.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue for each full-time Officer at the rate of one (1) day per month during the remainder of the first calendar year of employment in which he is initially appointed; thereafter, sick leave may be accrued at the rate of fifteen (15) days per year, for all employees hired after January 1, 1991.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year-to-year to be used if and when needed for such purposes.

3. An employee shall be reimbursed for accrued sick leave at the time of retirement, death, or resignation in good standing. At the time of retirement or separation in good standing, with a minimum of eighteen (18) months of service, the employee shall be reimbursed for accrued sick leave at the rate of one-half ($\frac{1}{2}$) day per full day of all unused sick days.

SICK LEAVE (continued)

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those cases where notice must be made prior to the employee's starting time.

2. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and shall constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive working days and without a justified reason as determined by the Chief of Police shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

2. An employee who shall be absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring repeated absences of one (1) day or less in which case only one (1) certification shall be necessary for a period of six (6) months.

3. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

4. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

5. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and whether his return will jeopardize the health and/or welfare of other employees.

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Sick Leave (continued)

E. Injury in the Line of Duty

1. Upon presentation of a valid injury incident report within the Police Department and a Physicians' certificate, any absence resulting from an injury sustained in the line of duty shall not reduce the employee's sick leave.

2. If any Officer is injured in the line of duty, the Township Committee may, pursuant to R.S. 40A:14-137, pass an ordinance giving the employee up to one (1) year's sick leave of absence with pay. When such action is taken, the employee shall not be charged any sick leave time for time lost due to such injury.

3. Prior to the passage of the ordinance referred to in Paragraph 2, the employee shall agree in writing to reimburse the Township to the full extent of any temporary disability benefits under Worker's Compensation or other compensation and benefits which he may receive as a result of the injury.

F. Extended Leave Due to Illness

Any officer who, for medical reasons other than Section E, must be absent from the job for an extended period of time shall first use up all accumulated and accrued sick leave. If the Officer is still unable to return to work, he shall be required to apply for disability, retirement, or leave of absence in accordance with the provisions of the Civil Service Act, if eligible. There is no contractual obligation on the part of the Township to provide any disability insurance policy except as set forth under Article XIII.

G. Sick-Time Buyback

Any officer that has accrued a minimum of seventy-five (75) sick days may sell back any balance above seventy-five (75) days not to exceed \$5,000 per year. Request for buy back must be submitted by September 1st of that year. Payment will be made in the first regular pay of November. The rate of pay will be at seventy-five percent (75%) per day.

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ARTICLE X
FUNERAL LEAVE

Each employee shall receive a leave of absence up to a maximum of five (5) consecutive days if there is a death in the employee's immediate family. This Article is to include, but not be restricted to the terms of Andover Township Ordinance # 5-9.2. For the purpose of this Article, "immediate family" shall be defined as father, mother, brother, sister, wife or husband of the employee, and the employee's children. "Five (5) consecutive days off" is defined as five (5) working days and does not include non-working days which fall within the five-day period immediately following the death. The working days which the employee takes off in the event of such death will not be charged against the employee's accrued sick leave. In case of death in the immediate family, reasonable proof must be produced by the employee as requested by the Chief of Police.

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ARTICLE XI
SALARY GUIDE

A. The following salary guide shall be in force for the police officers during the life of this Agreement: (see attached salary guide page 29).

B. Step pay increase shall become automatic on the individual officer's anniversary date.

C. Any Police Sergeant who may be appointed shall be entitled to the following salary guide in addition to his base salary:

1st year of service 5% of top patrolman base salary

2nd year of service 10% of top patrolman base salary

D. All new police officers hired by the Police Department will be paid at the minimum starting salary stipulated by the salary guide in effect as well as the contractual agreement entered into between the Township of Andover and Andover Lodge # 177. It is recognized that the Township may hire experienced N.J. Police Training Commission certified person(s). The Township may enter into an agreement with said person(s) to place same into a salary Step greater than Step 1, but no higher than Step 5. Placement in said Step shall serve as the person(s) beginning Step of employment and thereafter same shall continue upward in the Step guide until maximum is achieved according to the provisions of the existing Step and salary guide.

E. Patrolmen will be paid the Academy rate while they are attending the Police Academy and upon completion will proceed to Step 1.

F. Any Police Lieutenant who may be appointed shall be entitled to the following salary: The Lieutenant shall be paid 5% above the top base Sergeant salary.

G. Any officer assigned to the position of Detective shall be paid 5% above that officer's top base pay.

H. Any officer assigned to the Traffic Division shall receive a stipend of \$1,000 annually to be paid the second pay of October.

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ARTICLE XII
MEDICAL BENEFITS

The Township will provide the following Health Benefits:

A. The Township shall pay the full cost to provide and maintain all insurance coverage that is in force and effect at the inception of this Agreement. FOP members shall contribute to the cost of health coverage in an amount equal to that required by P.L. 2011, c. 78.

B. This paragraph shall apply only to those persons who commence employment on or after January 1, 2008. The employer agrees to provide healthcare to its employees under the current NJ Plus Plan. Any employee may choose from a number of different plans. The employee must pay the difference in the Employer's costs between the NJ Plus Plan and the cost of the premium plan selected by the employee.

C. **Dental Plan:** Coverage under the Delta Plan 11A (Township Plan) shall be provided to include each employee and the employee's dependents.

D. **Prescription Plan:** Coverage shall be provided to include each employee and employee's dependents. An employee, after submission to health carrier, shall be reimbursed for each prescription less a three dollar (\$3.00) co-pay.

E. **Vision Plan:** Shall be provided wherein the Township will contribute up to two hundred fifty (\$250) dollars for each Officer toward the expense of eye glasses/contacts and/or exam. The Township shall also provide up to two hundred (\$200) dollars each year for reimbursement of eye examination and/or purchase of eyeglasses/contacts for each dependent.

F. In the event of any changes of health plans, the existing levels of coverage and benefits shall be maintained at the cost of Andover Township.

G. The Township shall pay the health benefits for eligible employees and their dependents, including surviving spouses under Resolution # R87-22 of the Township of Andover. (Copy attached as "Appendix A").

H. The Township shall provide insurance to retired police officers on a non-contributory basis, in accordance with the following provisions:

- 1) Effective January 1, 2008 all employed police officers shall be required to complete at

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Medical Benefits (continued)

least fifteen years of service as a full-time police officer with the Township of Andover and complete a total of twenty years of eligible police service for the length of service required by the Police and Firemen Retirement System (PFRS) for special full-time retirement in order to receive health benefits on a non-contributory basis.

2) Any officer retiring in accordance with the PFRS with at least 20 years of eligible police service shall be entitled to medical benefits in the same manner as an officer retiring with 25 years of eligible police service in accordance with PFRS.

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ARTICLE XIII
TEMPORARY DISABILITY BENEFIT PLAN

There shall be a voluntary Temporary Disability Plan for all eligible covered employees unable to work as a result of a covered sickness or accident. The plan shall have a sixty (60) calendar day waiting period. Should an eligible, covered employee enroll, the cost of the plan will be as follows: one third (1/3) of the applicable premium amount shall be paid by the employee participant by payroll deductions; two-thirds (2/3) of the applicable premium amount shall be paid by the Township for a period of two (2) years; after which time, the Township of Andover will contribute one hundred (100%) percent of the applicable premium amount for the Disability Benefit Plan.

ARTICLE XIV
COLLEGE CREDITS

The Township will reimburse members of the Police Department for college credits taken in accordance with the following Township policy:

- A. The individual must have been employed by Andover Township for a minimum period of at least twenty-four (24) months and there shall be no letter of resignation on file.
- B. Only tuition cost for college courses which will further develop the individual's career with the Andover Township Police Department will be eligible for reimbursement.
- C. The individual must obtain prior approval from the Chief of Police in writing, as to all courses for which the individual intends to request reimbursement.
- D. No reimbursement will be made for travel, registration, textbooks, or incidental expenses.
- E. Reimbursement will be made up to one-hundred (100%) of the current rate of tuition at Rutgers University, but in no event will reimbursement be made in excess of actual tuition cost.
- F. In order to be eligible for reimbursement, proof must be furnished that the course was passed with a grade of "C" or better, and written proof from the college or university must be furnished to show the amount actually expended and paid for tuition.

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ARTICLE XV
CAREER DEVELOPMENT AND INCENTIVE PAY

Individuals employed by the Township for twenty-four (24) months will be eligible for incentive pay for further career development as follows:

A. The Township shall pay an education increment on the officer's anniversary date as follows:

1. Associate's Degree - \$1100.00
2. Bachelor's Degree - \$2200.00
3. Master's Degree - \$3300.00

B. New employees, employed after January 1, 1989, possessing said degree shall receive salary increments per the above schedule after twenty-four (24) months of service with the Township.

C. When officers are sent by the Township to attend a school, seminar, or meeting, to further their education, meal expenses shall be reimbursed upon the presentation of receipts of up to a maximum of fifteen (\$15.00) dollars per day. This shall include any detail wherein an officer officially represents the Andover Township Police Department as authorized by the Chief of Police.

D. Any officer currently certified as an Emergency Medical Technician (EMT) or First Responder shall receive a stipend of \$750 annually to be paid the second pay of October.

ARTICLE XVI
UNIFORM ALLOWANCE

A. All Officers hired after January 1, 1994 shall be issued his/her first uniform by the Township.

The first issue uniform will consist of the following new equipment:

1 pair black leather dress shoes	1 drop-down holster
1 pair black leather combat-type boots	1 off-duty holster
4 long sleeve uniform shirts	2 baseball style Andover PD hats
4 short sleeve uniform shirts	
1 Class A dress blouse	
1 Trooper belt with shoulder strap	
1 set of D-rings	
3 pair navy blue with yellow stripe uniform pants	
1 tie	
1 navy blue Pershing hat with saddles and strap	
1 rain cap	
1 black 3/4 length leather jacket	
1 navy blue spring/fall jacket	
1 raincoat	
1 pair black leather gloves	
1 Sam Brown black leather belt (gun belt)	
1 black plain SS III duty holster	
1 I.D. card holder	
1 black leather double clip pouch	
1 PR-24 ring holder	
1 pair handcuffs	
1 black leather handcuff case	
1 set ATPD collar brass	
1 NJ PD tie clip	
1 name plate	
1 hat badge (new or current style)	
3 breast badges (new or current style)	
1 black leather mace dispenser holder	
1 department polo shirt	
2 pair of BDU pants	
2 BDU shirts	

Said Officers shall not be entitled to his/her first uniform allowance until after completing his/her first year of employment after which time he/she will resume the normal uniform allowance schedule under Article XVI, Section B.


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UNIFORM ALLOWANCE (continued)

B. The Township will provide a stipend per Police Officer to purchase articles of his/her uniform according to the schedule payment below. January payment will be issued the second scheduled pay of January and the balance shall be paid the second scheduled pay of July. The individual Officer is directly responsible to the Chief of Police and/or immediate supervisor for his/her appearance.

Year -	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Total Stipend -	\$1000	\$1000	\$1000	\$1000

C. It will be the personal responsibility of each employee to purchase such uniform as he/she will need. Uniform or equipment damage which occurs in the performance of duty, over and above the normal wear and tear, will be repaired or replaced by the Township. The definition of "equipment" shall be limited to the Officer's duty weapon and badge. If an Officer's prescription eyeglasses/contacts are damaged, the Township will reimburse the Officer for the cost of the same or similar brand of eyeglasses/ contacts worn by the Officer up to a maximum of two hundred fifty (\$250) dollars. In order to qualify for reimbursement, such damage to the eyeglasses/contacts must occur during the performance of duty and must not be the result of carelessness.

D. The Township shall provide a vendor who will be required to clean and maintain the uniform articles for each Police Officer. [Vendor selection may be based upon the mutual agreement of the Lodge and the Township.]

E. The Township shall replace all issued equipment on an "as needed" basis. Replacement shall be approved by the Chief of Police or his designee, as may be deemed necessary by the Chief of Police or his designee.

F. The Township agrees to purchase bullet proof vests for all Officers and agrees to replace said vests as recommended by the manufacturer.

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ARTICLE XVII

LONGEVITY

The following longevity plan shall continue for the life of this Agreement.

- A. Beginning in the sixth (6th) year of service, two (2%) percent longevity pay based upon the employee's base salary.
- B. Beginning in the tenth (10th) year of service, four (4%) percent longevity pay based upon the employee's base salary.
- C. Beginning in the fourteenth (14th) year of service, six (6%) percent longevity pay based upon the employee's base salary.
- D. Beginning in the eighteenth (18th) year of service, eight (8%) percent longevity pay based upon the employee's base salary.
- E. Beginning in the twenty-second (22nd) year of service, ten (10%) percent longevity based upon employee's base salary.
- F. Such additional compensation shall be paid notwithstanding the maximum salaries or wages, and shall be paid at the same time and in the same manner as regular salaries and wages and made part of the employee's base salary.
- G. Any employee who commences employment on or after January 1, 2012 shall be eligible for the following longevity pay:

At the beginning of his/her 6 th year	1% of base salary
At the beginning of his/her 10 th year	2% of base salary
At the beginning of his/her 14 th year	4% of base salary
At the beginning of his/her 18 th year	6% of base salary
At the beginning of his/her 22 nd year	8% of base salary

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ARTICLE XVIII
SEVERABILITY AND SAVINGS

A. If any provision of this Agreement or any Application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all the other provisions shall not be affected thereby and shall continue in full force and effect.

B. The preceding provisions shall not preclude either of the parties to this Agreement from pursuing any legal remedies which they may have.

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ARTICLE XIX
DUES CLAUSE

If a regular Police Officer fails to remit his annual dues to the Lodge before March 31st of each year, the Lodge shall submit a request to the Andover Township Treasurer to send an amount of equal to eighty-five (85%) percent of the annual dues for regular membership to the Lodge. Said deduction shall come from and appear on the next paycheck due the delinquent employee.

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ARTICLE XX
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect up to and including December 31, 2015 without any reopening date.

This Agreement shall continue in full force and effect until such time a new Agreement is made.

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ANDOVER TOWNSHIP POLICE DEPARTMENT SALARY GUIDE 2012 – 2015

Percentage	0%	1.75%	1.65%	1.5%
<u>Step</u>	<u>2012**</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Academy*	\$35,452.26	\$36,072.67	\$36,667.87	\$37,217.89
1	\$38,448.66	\$39,121.51	\$39,767.02	\$40,363.52
2	\$48,823.37	\$49,677.78	\$50,497.46	\$51,254.92
3	\$53,119.49	\$54,049.08	\$54,940.89	\$55,765.00
4	\$61,485.38	\$62,561.37	\$63,593.64	\$64,547.54
5	\$76,974.47	\$78,321.52	\$79,613.83	\$80,808.04
6	\$86,128.68	\$87,635.93	\$89,081.92	\$90,418.15

*Employee shall remain at Academy step until completion of Police Academy then will proceed to step one.

**Salary guide for 2012 shall not be retroactive.

ARTICLE XXI
PRESERVATION OF RIGHTS

A. The Township of Andover agrees that all benefits, terms, and conditions of employment relating to the status of the Township of Andover Police Officers; which benefits, terms, and conditions of employment are not specifically in conflict with the terms of this Agreement, shall be maintained at the standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this Agreement.

B. Unless a contrary intent is expressed in the Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instructions, directive, memorandum, statute, ordinance, or otherwise; shall not be limited, restricted, impaired, removed, or abolished.

ATTEST:



Vita Thompson
Andover Township Clerk

TOWNSHIP OF ANDOVER

By: 

Michael Lensak, Mayor

Date Executed: 06/27/2012

FRATERNAL ORDER OF POLICE
ANDOVER LODGE # 177

By: 
Eric Danielson

By: 
Stephen Murrell

By: 
Daniel Kern

DORSEY & SEMRAU

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January 9, 2013

VIA EMAIL TO ljacobs@wilentz.com AND REGULAR MAIL

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Wilentz, Goldman & Spitzer, PA
90 Woodbridge Center Drive
Suite 900 Box 10
Woodbridge, NJ 07095-0958

Re: Township of Andover


Dear Mr. Jacobs:

As a follow-up to our conversation, the property in Andover Township is Block 60, Lot 4.06 and I would ask if Syncarpha would be interested in a tour of said site. I can have representatives from the Township arrange for such a visit. The Township is anxious to discuss various ways to proceed with this solar project.

I look forward to hearing from you.

Very truly yours,

DORSEY & SEMRAU


Fred Semrau

FCS:sdj

cc: Mayor Tom Walsh
Vita Thompson, Township Administrator

40A:14-179. Base salaries of police chief, deputy chief

1. Notwithstanding any other law to the contrary whenever there is a police department organized in any political subdivision of this State and a chief of police appointed to be the executive head of such department, the starting base salary of said chief of police and the deputy chief shall be set at a rate that is higher than the highest base salary of the ranking police officer next in command below the chief of police or deputy chief of police as appropriate. Thereafter, whenever new base salary ranges are set by the governing body or appointive authority, unless the chief of police or deputy chief shall consent to a lesser adjustment, the base salary for the chief of police and his deputy chief shall be adjusted to ensure that their base salaries remain higher than the base salaries of other ranking supervisory officers in the department.

L.1991,c.176,s.1; amended 1995,c.259,s.35.

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ARTICLE II

MANAGEMENT RIGHTS

A. The Township of Andover retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but not limited to, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees utilizing personnel, methods and means in the most appropriate and efficient manner possible including working hours as may from time to time be determined by the Township.

2. To use improved methods and equipment, to decide the number of employees needed for any particular time or purpose and to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign, or retain employees in positions with the Township.

4. To reprimand, suspend, discharge, or take any other appropriate disciplinary action against any employee for just cause.

5. To lay off employees in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and the United States and ordinances of the Township of Andover.

C. Nothing contained herein shall be construed to limit or restrict the Township's powers, rights, authority, duties, or responsibilities under R.S. 40, 40A, and 11 or any other applicable federal, state, county, or local laws, ordinances, or regulation.

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ARTICLE III
EMPLOYEE RIGHTS

- A. The Township will not penalize or harass any member of the employee unit for his/her participation or activity relating to salary negotiations, or his/her participation in related areas of the collective bargaining process.
- B. The authorized representative(s) of the Lodge will be excused from on-duty police time, if necessary, to handle any Step Two grievance matter.
- C. The Township will allow the President of the Lodge and the authorized delegate of the Lodge to attend all official functions of the Lodge.
- D. A member of the Lodge may have representatives on the Negotiations and Grievance Committees and in all matters discussed with Township officials pertaining to the Agreement and may be represented by legal counsel at any such meetings.
- E. In administrative investigative matters in which the Township Committee may take disciplinary measures, the individual Lodge member involved may have representation as stated above in Article III, Paragraph D.

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ARTICLE IV
GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree this procedure will be kept as formal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Lodge.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement or from related working conditions. Any member of the Lodge may make a complaint regarding a grievance.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement (with the exception of Township-initiated grievances which will proceed in accordance with Article IV, Section D) and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

The aggrieved employee shall institute action under these provisions within ten (10) calendar days after the event giving rise to the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance, unless just cause to the contrary is presented by the aggrieved party. The Chief or his designee shall render a written decision within five (5) days after the receipt of the grievance.

GRIEVANCE PROCEDURES (continued)

Step Two:

If the grievance is not settled at Step One, the aggrieved employee or the representative(s) from the Lodge may make a written request for a meeting within five (5) days after the answer is given under Step One, except that in disciplinary action grievances, a written request for a meeting under Step Two may be made within seven (7) calendar days after the meeting.

Step Three:

If the aggrieved person is not satisfied with the handling or result of the grievance under Step Two, he may within five (5) calendar days notify the Township Committee that he wishes to have the Township Committee rule on the matter. A hearing shall be held within fifteen (15) days by the Township Committee after receipt of the complaint regarding the grievance. At such hearing, the aggrieved employee may appear with a representative(s) of the Lodge. The Township Committee's answer under Step Three shall be delivered to the Lodge within seven (7) calendar days after the hearing.

Step Four:

1. If no satisfactory resolution of the grievance is reached at Step Three, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator pursuant to the rules of said Commission. The arbitrator's decision shall be final and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties, but each party shall be responsible for such other costs as he may incur.

2. It is agreed between the parties that no arbitration hearing shall be held until at least thirty (30) days after the date on which the Township Committee rendered its decision regarding the grievance.

3. Employees covered by this Agreement shall have the right to process their own grievance without representation.

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